mouth, acting by Mr. Fellows, his committee." The court in *Crump* v. *Morgan,* supra, states that it does not "doubt that a suit for nullity may in England be brought by the committee alone; for in the ecclesiastical courts any party in interest, though a third person, as a committee of a lunatic, or one claiming an estate in remainder after failure of issue, may institute such a suit or intervene in it, as Mr. CHITTY states: 2 Gen. Prac. 460." Under § 1025, R. S. 1881 (Ind.) in the case of *Price* v. *Aughe's Guardian,* 101 Ind. 317, it was held that suit for annulment could be maintained only in the name of the incapable party and not in the name of the guardian. While the holding in the principal case is novel yet it is clear that it is a correct adjudication in view of the New York Statutes.

MUNICIPAL CORPORATIONS—LIMITATION ON INDEBTEDNESS.—Plaintiff, a taxpayer, brought an action to enjoin the issue and sale of bonds for the purpose of refunding an indebtedness incurred in paving the streets and in improving the waterworks system. When these improvements were contracted for, the city was indebted beyond the limit set in the CONSTITUTION OF 1895, Art. 8, § 7. Subsequent to this, an amendment to the constitution was passed which made § 7 ineffective, as far as it applied to the indebtedness of the defendant city "already incurred." The refunding was begun pursuant to the authority conferred in this amendment. It was *held,* that the amendment validated the debt which was created when the city had no power to contract for such improvements under the constitution, especially when no vested rights were impaired. *Lucas* v. *City of Florence,* (S. C. 1916) 87 S. E. 996.

The decision giving effect to the amendment is not open to debate. Either as an enabling act or as a measure to make good a moral obligation, the conclusion is well supported, *United States* v. *Realty Co.,* 163 U. S. 427. However the conclusion of the court as to the legality of refunding a debt of this kind without the aid of an enabling act, is a doubtful one. The rule announced from the case of *Luther* v. *Wheeler,* 73 S. C. 83, in terms stated in the principal case, that a recovery could be had for these improvements, when the debt was contracted in the face of a constitutional provision, is not supported by good authority. The following cases deny a recovery, under such circumstances, on either an express or an implied contract. *Litchfield* v. *Ballou,* 114 U. S. 190; *Jutte & Folly Co.* v. *City of Altoona,* 94 Fed. 61; *Gamewell Fire Alarm Tel. Co.* v. *City of Laporte,* 96 Fed. 664, affirmed in 102 Fed. 417; *Wykes* v. *City Water Co. of Santa Cruz,* 184 Fed. 752, affirmed in 202 Fed. 357; *Pilling* v. *City of Everett,* 67 Wash. 109; *Ft. Dodge Elec. Light & Power Co.* v. *City of Ft. Dodge,* 115 Ia. 568; *State* v. *City of Helena,* 24 Mont. 521; *Herman* v. *City of Oconto,* 110 Wis. 660; *Balch* v. *Beach,* 119 Wis. 77; 14 COL. L. REV. 70; DILLON, MUNICIPAL CORPORATIONS. (5 Ed.) § 190 et seq. If the rule announced in the principal case is in fact the true rule of *Luther* v. *Wheeler,* supra, the purpose of a constitutional limit of municipal indebtedness is nugatory in South Carolina. A careful examination will make it evident that the decision in *Luther* v. *Wheeler* does not support the broad rule, as stated in the principal case. That decision had reference to contracts made payable out of current revenue, hence the debt was not one to which the con-

stitutional limitation is applicable. The principal case illustrates another effective means of evading a constitutional limitation—by amendment to the constitution validating a void debt.

PROCESS—JURISDICTION OVER A FOREIGN CORPORATION IN ACTIONS ARISING OUTSIDE THE STATE.—The plaintiff, a resident of New York, sued the defendant corporation in the New York court upon a contract made in Pennsylvania, and served process upon an agent designated by the defendant as "a person upon whom process against the corporation may be served within the state." The defendant was engaged in business within the state of New York and conceded the agency of the person upon whom process was served, but contended that the agency to receive service must be confined to actions which arose out of business transactions in New York. This position was sustained by the Supreme Court and the Appellate Division, but on appeal to the Court of Appeals the order was reversed, and it was *held* that the appointment of the agent to receive service of process was for any action which under the laws of the state might be brought against a foreign corporation. *Bagdon* v. *Philadelphia and Reading Coal and Iron Company,* (N. Y. 1916), 111 N. E. 1075.

The District Court of the United States for the Northern District of California reached a contrary conclusion in a case, decided in October, 1915, which was not cited in the opinion of the New York court. *Fry* v. *Denver & R. G. R. Co.,* 226 Fed. 893, commented upon supra, page 333. The court in this latter case relied upon two decisions of the Supreme Court of the United States, which held that in a suit against a foreign corporation that has not appointed a resident agent to receive service of process, service upon a person designated by the statute providing for such service is not sufficient to give the court jurisdiction over a cause of action arising in another state. *Old Wayne Life Assn.* v. *McDonough,* 204 U. S. 8; *Simon* v. *Southern Railway Co.,* 236 U. S. 115, noted in 13 MICH. L. REV. 520. These two cases were urged upon the New York court as conclusive authority for the position it advanced, but the court distinguished them from the case before it, where the corporation itself appointed the agent to receive service, and declined to follow them. The reasoning of the court is similar to that outlined in the criticism of the *Fry* case, supra, page 333.

PUBLIC OFFICERS—CONTRACTUAL RIGHT TO SALARY.—Action was brought by several policemen against the City of Cleveland to recover for their salaries as police officers for the time during which they had been wrongfully ousted from office. Other policemen had been appointed in their stead during the interval and had drawn substantially the same salary. *Held,* where a policeman has been wrongfully dismissed from office, he may recover his salary from the city for the period of the wrongful ouster, less the amount otherwise earned by him, though another has been employed in his place and has been paid the salary thereof. *City of Cleveland* v. *Luttner,* (Ohio 1916) 111 N. E. 280.

In arriving at this conclusion the majority of the court took the view that a contract existed between the officer and the public, for the breach of which the former should have the same remedy as a private servant for any